

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	SACRED FALLS
PROJECT ADDRESS:	53-834 D and 53-834 E Kamehameha Highway Hauula, Hawaii 96717
REGISTRATION NUMBER:	6384
EFFECTIVE DATE OF REPORT:	January 15, 2009
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	August 27, 2007
DEVELOPER(S):	DEVIN JAMES MONCUR

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the

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Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

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Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. Developer is correcting an inaccuracy in the Developer's Public Report (see revised par. 19.1(iii) of Exhibit C attached to this Amendment). The correct allocation of bedrooms between the Units is that two bedrooms are allocated to Unit 53-834D and three bedrooms are allocated to Unit 53-834E.

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Changes continued:

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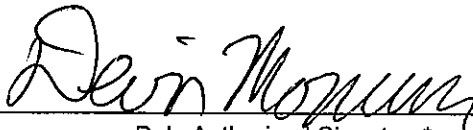
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

DEVIN JAMES MONCUR

Printed Name of Developer



Duly Authorized Signatory*

12/30/08

Date

DEVIN JAMES MONCUR

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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EXHIBIT C

Permitted Alterations to the Units

Paragraph 19. of the Declaration states:

ALTERATION OF PROJECT.

19.1 Changes to Units. Notwithstanding anything to the contrary contained in the Declaration, a Unit Owner, with the consent by the holder of any mortgage affecting the Owner's Unit (if required by such mortgage), shall have the right at his sole option at any time and from time to time without the consent of any other Unit Owner or other person or entity, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make or build improvements upon the Dwelling Area appurtenant to his Unit (each of the foregoing is referred to as a "change" and collectively, they are referred to as "changes") subject to the following conditions:

- (i) All changes shall conform with the then applicable State Laws and City and County building codes, zoning laws and ordinances applicable to such changes;
- (ii) All changes to a Unit shall be made within the Dwelling Area to which the Unit is appurtenant and no nearer than five feet from the boundary line separating the Dwelling Areas;
- (iii) No change to a Unit will be made if the effect of such change would be to exceed the Unit's "proportionate share" of allowable development rights applicable to the Land (such to include without limitation, maximum building areas and number of dwelling units) as set forth in the LUO when the change is to be made; provided, that each Unit shall be allocated at least one dwelling unit. The "proportionate share" for each Unit for purpose hereof shall be the same as the common interest appurtenant to such Unit. Notwithstanding any provision to the contrary, so long as the Project is serviced by a Private Septic System that limits the number of bedrooms to five, then two bedrooms shall be allocated to Unit 53-834D, and three bedrooms shall be allocated to Unit 53-834E.
- (iv) All such changes shall be at the expense of the Owner making the change and shall be expeditiously made and in a manner that will not unreasonably interfere (except on a temporary basis) while such change is being made with the other Owner's use of his Unit or its appurtenant Dwelling Area.
- (v) During the course of any construction, the Dwelling Owner making such change will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured and, upon the request of the Association, evidence of such insurance shall be deposited with the Association or its Managing Agent, if any;
- (vi) The Owner of the changed Unit shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by the other Owner;
- (vii) If the consent to the change or joinder of the other Owner in obtaining a permit or utilities, for example, is required by the Act, a governmental entity or a utility, then each Owner shall give such consent or joinder promptly following the request of the Owner making such change, provided that all costs and expenses associated with the change shall be borne by the Unit Owner making such change.
- (viii) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph and any lease of a Dwelling Area shall reserve to each Owner the rights set forth in this paragraph.

19.2 PRIVATE SEPTIC SYSTEM OR CESSPOOL.

(a) Definition. "Private Septic System" shall mean any private wastewater disposal or treatment and disposal system (including without limitation septic tanks and injection fields or cesspool) now or hereafter located on or under either Dwelling Area and which utilized jointly by the Owners of both Units, and which is not hooked into a public sewer or septic system.

(b) Designation of Common Element. The Private Septic System and that portion of the Dwelling Area on which the system is now or hereafter located (together with reasonable rights of access to and from the System) shall constitute a common element available for use as a Private Septic System for the benefit of both Units; provided, however, that except for such use as a Private Septic System of that portion of the Dwelling Area under which the System is located or across which access is required, all other uses of such affected Dwelling Area are exclusively reserved for the benefit of the Unit to which the Dwelling Area is appurtenant.

(c) Sharing of Costs. Notwithstanding Paragraph 15 of the Declaration, the costs and expenses (including any replacement thereof) relating to the Private Septic System shall be treated as a common expense to be shared equally by each Unit Owner. To the extent practicable, each Owner shall pay his allocable share of the costs and expenses relating to the Private Septic System directly to the person providing services or to whom any such obligation is owed by the Owners.

(d) Future Expansion or Installation. Pursuant to Paragraph 19.1, a Unit Owner may make changes to his Unit including expansion of the number of bedrooms if such is permitted by County Rules or State Law. If a change is permitted under County Rules or State Law subject to the expansion of the existing Private Septic System or the installation of a new Private Septic System, then the parties may agree to expand the Septic System or install a new system and agree as to the method of sharing of the costs associated with such expansion or installation. If the Unit Owners do not agree as to such expansion or the sharing of costs relating thereto, then the Owner who desires to expand the Private Septic System or install a new System ("Expanding Owner") may do so on the following terms and conditions:

(i) All costs and expenses (including without limitation the costs of design, permitting, engineering, construction, and landscaping, and costs of any temporary treatment facility if required during such expansion) shall be paid for by the Expanding Owner;

(ii) The expansion shall be made by the Expanding Owner in such a manner as to cause minimum disruption of service of the existing Private Septic System and to allow for the future possible hook-up of the Unit owned by the other Owner in the Project ("Non-Expanding Owner");

(iii) The Expanding Owner shall indemnify and hold the "Non-Expanding Owner" harmless against any loss, liability, damage or expense incurred or suffered by the Non-Expanding Owner on account of such enlargement or installation of the Private Septic System;

(iv) The expansion or installation shall be in compliance with all applicable County Rules, and shall be performed by requisite licensed professionals;

(v) The Expanding Owner shall return the Dwelling Area in which the current Private Septic System is located to the same condition (including landscaping) as it was in prior to such expansion or installation;

(vi) The Expanding Owner shall provide reasonable assurance to the Non-Expanding Owner that the Expanding Owner has the financial ability to pay for all costs and expenses relating to such expansion or installation;

(vii) Except with the consent of the Non-Expanding Owner, any installation of a new Private Septic System shall be on and under the Dwelling Area appurtenant to the Unit owned by the Expanding Owner;

(viii) If after the Expanding Owner expands the Private Septic System or installs a new septic system and pays the cost and expense of such expansion or installation, the Non-Expanding Owner wishes to make a change to his Unit which would require an expansion of the current Private Septic System or installation of a new System, then the Non-Expanding Owner shall have the right to hook into and utilize the expanded or newly installed Private Septic System made by the Expanding Owner (subject to any legal restrictions imposed on such System by the County or State), provided the Non-Expanding Owner shall reimburse the Expanding Owner for the Non-Expanding Owner's proportionate share of such costs of original expansion or installation made by the Expanding Owner.

(e) Cooperation. The Owner of each Unit shall cooperate with the Owner of the other Unit with respect to the changes to a Unit and with respect to the expansion, installation and hooking into the Private Septic System.

(f) Termination if Public Sewer System. In the event that a governmental entity or public utility makes available to the Unit Owners the right to hook into its common septic system ("Public Sewer System") which could

replace the Private Septic System, then at the request of the owner of either Unit, the Owners of both Units shall hook up to the Common Sewer Facility and shall abandon the Private Septic System. All costs and expenses associated with the hook up to the Common Sewer Facility shall be allocated in a reasonable and fair manner, and the costs associated with the abandonment and removal of the Private Septic System shall be shared according to the sharing of other common expenses.

19.3 Changes to Other Than Units. Except as to changes to a Unit permitted under Paragraphs 19.1 and 19.2, changes to the Project different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association of Unit Owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to vote of all the Unit Owners and accompanied by the written consent of the holders of all liens affecting any of the Units, and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file such amendment in said Office, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

19.4 General Provisions applicable to Section 19. The following provisions shall apply to each of the paragraphs within Section 19 unless the context and usage would clearly indicate to the contrary:

(a) The rights set forth in each of the Paragraphs within Section 19 for the benefit of a Unit Owner (including without limitation, the Declarant as long as he is an Owner) (who may be referred to as "Benefitted Owner") may not be amended without the consent of such Benefitted Owner.

(b) In furtherance of the rights granted under Paragraphs 19.1 and 19.3, the Benefitted Owner shall have the right, without being required to obtain the consent or joinder of any person, including any other Unit Owner or any lien holder, or any other person who may have any interest in the Property or the Land (i) to execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Benefitted Owner deems necessary or desirable (including without limitation, documents to be filed or recorded with the Department of Planning and Permitting of the City and County of Honolulu, the Recording Office, other governmental agencies, public utility companies or private parties); (ii) to deliver documents and to take such actions in connection therewith as shall be in the sole and absolute discretion of Benefitted Owner, and his delivery of such instrument or the taking of such action shall be sufficient determination; and (iii) to amend the Declaration and the Condominium Map to reflect rights of Benefitted Owner set forth in such Paragraphs.

(c) If notwithstanding that a paragraph within this Section 19 does not require the consent or joinder of an Owner, lien holder or other person having any interest in the Project ("Third Party") to the action or change by the Benefitted Owner, but the Act, County Rules, State Laws, title companies, permitting entities or public utility companies nonetheless do require the consent or joinder by the Third Party, then upon the request of the Benefitted Owner, each such Third Party hereby consents in advance to such action or change being made by the benefitted Owner and agrees to consent to and join in, as aforesaid, and to execute all instruments or documents necessary or desirable so that the Benefitted Owner may effectuate his change or otherwise do as permitted under the respective paragraph within this Section 19.

If the Third Party fails to provide such requested written joinder, consent, or take such action, as the case may be, such shall be accomplished by signature of the Benefitted Owner acting under an irrevocable power-of-attorney in favor of Benefitted Owner from each of the other Owners and Third Parties, the acquiring or acceptance of ownership in a Unit or of a lien covering a Unit or of any other interest in the Project being a grant of such power, and the grant being coupled with an interest, being irrevocable.

(d) The rights of a Benefitted Owner granted under each of the Paragraphs within Section 19 may be assigned, mortgaged or otherwise be transferred by such benefitted Owner only in connection with the assignment, mortgage or other transfer of the Unit owned by Benefitted Owner.

(e) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of each of the Paragraphs within Section 19 and any lease of a Dwelling Area shall reserve to each Owner the rights set forth in each of these paragraphs.

End of Exhibit "C"